



## STAFF REPORT

DATE: JUNE 07, 2011  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ROD FOSTER, CITY MANAGER  
PREPARED BY: AMER JAKHER, P.E., PUBLIC WORKS AND UTILITY SERVICES DIRECTOR  
SUBJECT: LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)

### RECOMMENDED ACTION

It is recommended that the City Council award a construction contract for the Lincoln Elementary Gap Closure Project SR2SL-5065(021) to TSR Construction and Inspection in the amount of \$73,700.

### GOAL STATEMENT

The proposed action will support the City's goal to provide improvements to the City's public infrastructure and provides safe routes students walking students to Lincoln Elementary School.

### BACKGROUND

Established in 1999, the State Safe Routes to School (SR2S) program came into effect from the passage and signing of Assembly Bill 1475 (AB 1475). The funding source was primarily to fund construction projects that would improve the safety of students who walk or bike to school.

On November 20, 2007 the City Council adopted Resolution R-156-07 and authorized staff to apply for the Safe Route to School Grant Program. City Staff was able to secure grant funds in the amount of \$121,860 from Safe Route to School Grant Program.

### ISSUES/ANALYSIS

In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the Lincoln Elementary Gap Closure Project SR2SL-5065(021). Five (5) bid proposals were received from the contractors. The sealed bid opening took place on May 03, 2011 at 3:00 p.m. at the City Hall conference room. The bids received are as follows:

- |                                     |           |
|-------------------------------------|-----------|
| 1. TSR Construction and Inspection. | \$ 73,000 |
| 2. Wheeler Paving, Inc.             | \$ 75,540 |
| 3. United Paving Co.                | \$89,780  |
| 4. Golden Arrow Engineering, Inc.   | \$94,071  |
| 5. B&T Works, Inc.                  | \$106,560 |

Staff has evaluated and reviewed each submitted bids. The lowest bid is within the Engineer's Estimate of \$90,500 and within the project budget of \$121,000. Staff recommends award of a construction contract to the lowest responsive bidder TSR Construction and Inspection, in the amount of \$73,700.

### **FISCAL IMPACTS**

Funds for this project are available in the Safe Routes To School-Lincoln Elementary Closure Gap account 450-0901-6987-3890.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

Exhibit A – Contract  
Exhibit B - Plans

## **CONTRACT#2010-06**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and TSR Construction and Inspection, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

### **SAFE ROUTE TO SCHOOL ALONG BORDWELL AVENUE PROJECT**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **NINETY(90)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Seventy Three Thousand and Seven Hundred Dollars and Zero Cents (\$73,700.00). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$500.00 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

**CONTRACT**

Non-Collusion Affidavit form  
Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Provisions (or Special Conditions)  
-DBE Requirements  
Technical Specifications  
Greenbook Standard Specifications (Sections 1-9 Excluded)  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CONTRACT**

**CITY OF COLTON**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
City Clerk

**Recommended By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**TSR CONSTRUCTION & INSPECTION**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

**BID FORM**

**NAME OF BIDDER:** TSR CONSTRUCTION AND INSPECTION

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

<b>BASE BID</b>	<b>BASE BID PRICE( I TO VII) (IN WRITTEN FORM)</b>	<b>BID PRICE (IN NUMBERS)</b>
<b>TOTAL BID PRICE</b>	<i>seventy three thousand seven hundred dollars</i>	<i>\$ 73,700</i>

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

# **BID SCHEDULE** **LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)**

**TIME OF COMPLETION: 60 CALENDAR DAYS**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	LS	1	18,940	18,940
2	Construction survey and staking	LS	1	4,000	4,000
3	Clear and Grubbing	SF	9,800	0.20	1,960
4	Backfill Materials	CY	726	10	7,260
5	Subgrade preparation	SF	7,700	0.20	1,540
6	Construct 4 " thick, 8' wide sidewalk	SF	5,600	3	16,800
7	Construct 8 " Curb per STD 106	LF	700	10	7,000
8	Construct ADA ramp per APWA STD 111-3	EA	3	1,600	4,800
9	Install metal beam guard railing per STD A77A1	LF	80	30	2,400
10	Install sign and post per detail "A"	EA	4	150	600
11	Install 6" thick asphalt-concrete pavement along the gutter	SF	200	6	1,200
12	Installation of bollard	EA	16	450	7,200

**TOTAL BID PRICE (ITEMS 1 TO 12):**

*\$ 73,700*

Total Bid Price in Numbers

*seventy three thousand seven hundred dollars*

Total Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

**BID SCHEDULE**

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 881123, Expiration Date 1/30/12, class of license B, A. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru —
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name and Title GABRIEL ZAPRTAN

Dated 5/3/11

**BID SCHEDULE**



**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRIAN

Title PRESIDENT

Dated 5 / 3 / 11

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

### DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work

DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature \_\_\_\_\_

Name and Title GABRIEL ZAPIRIAN / PRESIDENT

Dated \_\_\_\_\_

5/3/11

DESIGNATION OF SUBCONTRACTORS

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable ("N/A") where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: TSR CONSTRUCTION AND INSPECTION
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 8264 AVENIDA LEON  
RANCHO CUCAMONGA, CA 91730
- 909 987 7519 909 331 2249  
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?  
5
- 5.0 How many years has Bidder's organization been in business under its present name? 5
- 5.1 Under what other or former names has Bidder's organization operated?: N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 10/13/06
- 6.2 State of Incorporation: CA
- 6.3 President's Name: GABRIEL ZAPIRTAN
- 6.4 Vice-President's Name(s): GABRIEL ZAPIRTAN  
N/A
- 6.5 Secretary's Name: GABRIEL ZAPIRTAN
- 6.6 Treasurer's Name: GABRIEL ZAPIRTAN

## INFORMATION REQUIRED OF BIDDERS

- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: N/A
- 7.2 Name and address of all partners (state whether general or limited partnership):
- N/A
- N/A
- N/A
- 8.0 If other than a corporation or partnership, describe organization and name principals:
- N/A
- N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business.
- N/A
- N/A
- 10.0 What type of work does the Bidder normally perform with its own forces?
- DEMO, GRADING, CONCRETE, ASPHALT
- ETC
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- NO
- NO
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- NO
- NO

**INFORMATION REQUIRED OF BIDDERS**

14.0 List Trade References:

ALLIANCE WELDING - (909) 904 9671  
CUSTOM ASPHALT - (909) 623 8211  
AURAM ELECTRIC - (951) 966 4774  
\_\_\_\_\_

15.0 List Bank References (Bank and Branch Address):

BANK OF AMERICA  
9719 FOOTHILL BLVD.  
RANCHO CUCAMONGA, CA  
\_\_\_\_\_

16.0 Name of Bonding Company and Name and Address of Agent:

THE INSCO DICO GROUP  
CONTRACTORS BROKERAGE SERVICES /ATTN: TONY CLARK  
9940 BUSINESS PARK DR. #120, SACRAMENTO, CA 95827







#### D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

##### *Personnel:*

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

① GABRIEL ZADIRIAN

② FERNANDO HERNANDEZ

2. Summarize each person's specialized education:

① UNIVERSITY

② HIGH SCHOOL

3. List each person's years of construction experience relevant to the project:

① 10

② 25

4. Summarize such experience:

① CONTRACTOR

② OPERATOR / SUPERINTENDENT, ETC

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:


N/A

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder ISR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT


Dated 5/3/11

NON-COLLUSION AFFIDAVIT

I, GABRIEL ZAPIRTAN, being first duly sworn, deposes and says that he is PRESIDENT of TSR CONSTRUCTION the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder TSR CONSTRUCTION AND INSPECTION

Signature 

Name GABRIEL ZAPIRTAN

Title PRESIDENT

Dated 5/3/11

NON-COLLUSION AFFIDAVIT

**BID BOND**

The makers of this bond are, T S R Construction and Inspection, as Principal, and Indemnity Company of California, as Surety and are held and firmly bound unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 3rd, 20 11, for LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021).

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 21st day of April, 2011, the name and corporate seal of each corporation.

(Corporate Seal)

T S R Construction and Inspection  
Principal

By [Signature]  
Title Gabriel Zapirtan, President

Indemnity Company of California  
Surety

(Corporate Seal)

By [Signature]  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Anthony Clark, Attorney in Fact

**BID BOND**

16

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Matt Foster, William Rapp, Anthony Clark, Lori Cooknick, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young  
Daniel Young, Vice-President

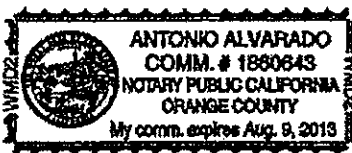
By: Stephen T. Pate  
Stephen T. Pate, Senior Vice-President



State of California  
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of April, 2011.

By: Gregg Okun  
Gregg Okun, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 4/20/11 before me, Eugene Yuriy Kozlov - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tony Clark

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

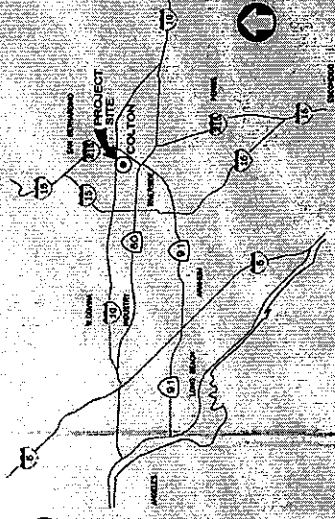
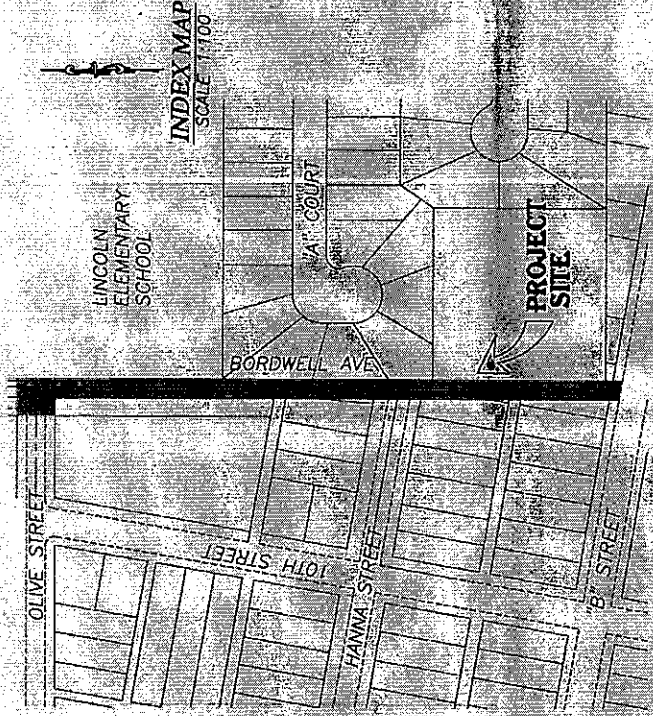
RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# CITY OF COLTON COUNTY OF SAN BERNARDINO, CALIFORNIA LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)

## GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF COLTON ENGINEERING DEPARTMENT STANDARD PLANS AND SPECIFICATIONS.
- REQUEST FOR INSPECTION TO THE CITY OF COLTON ENGINEERING DEPARTMENT SHALL BE MADE BY THE CONTRACTOR PRIOR TO THE SERVICES BEING REQUIRED.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY BE CAUSED BY EXCESSIVE WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY FLOODING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
- THE CONTRACTOR MUST OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY ENGINEER'S OFFICE, PERMIT SECTION PRIOR TO CONSTRUCTION. THE ENCROACHMENT PERMIT IS FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
- IF ANY UTILITIES OR ENCLUSTERS CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. IF ANY UTILITY IS EXPOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY AND THE CITY OF COLTON ENGINEERING DEPARTMENT IMMEDIATELY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE CONSTRUCTION AREA AND IN THE EVENT OF DISCOVERY, THE CONTRACTOR SHALL BOND THE TOTAL COST OF REPAIR OR REPLACEMENT.
- THE CONTRACTOR SHALL NOT PERFORM ANY WORK AT THE PROJECT SITE ON A HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
- TREES SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPAID IN FULL.
- THE CONTRACTOR IS ADVISED THAT EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE OF TRAVEL AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH).
- THE CONTRACTOR SHALL PROVIDE A 12-HOUR NOTIFICATION TO THE CITY ENGINEER OF ANY WORK TO BE PERFORMED ON THE PROJECT SITE. IN THE EVENT OF A STREET CLOSURE, RESIDENTS SHALL BE ADVISED OF PARKING RESTRICTIONS ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
- ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWYIT.
- ANY IMPROVEMENTS OR ERRORS FOUND ON THESE PLANS BY THE CONTRACTOR SHALL IMMEDIATELY BE REPORTED TO THE ATTENTION OF THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT. NO WORK SHALL CONTINUE ON THAT PART OF THE CONSTRUCTION AFFECTED BY THE ERRORS UNTIL THE PROJECT ENGINEER AND THE CITY OF COLTON ENGINEERING DEPARTMENT, IF THE CONTRACTOR DOES PROCEED ON SAID WORK PRIOR TO OBTAINING APPROVAL FROM THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT, HE/SHE SHALL BE LIABLE FOR ALL DAMAGES RESULTING THEREFROM.



## INDEX OF DRAWINGS

- COVER SHEET
- PLAN BORDWELL AVE
- DETAILS
- SHEET 1
- SHEET 2
- SHEET 3

## NIPDES REQUIREMENTS

- ALL CONSTRUCTION ON OR OFF-SITE IMPROVEMENTS SHALL BE COMPLETED BY THE END OF EACH WORKING DAY. EXCESSIVE MATERIALS OR POLLUTANTS FROM ENTERING THE CITY OF COLTON STORM DRAIN SYSTEMS.
- THE FOLLOWING SHOULD BE ADEPTED TO:
1. MAINTAIN AND DEPOSE OF MATERIALS PROPERLY.
2. AVOID EXCAVATION AND GRADING ACTIVITIES DURING WET WEATHER.
3. CONTROL EROSION DICES AND DRAINAGE SWALES AROUND WORKING SITES.
4. COVER STOCKPILES AND EXCAVATED SOIL WITH SECURED TARP OR PLASTIC SHEETING.
5. DEVELOP AND IMPLEMENT EROSION CONTROL PLANS AND PROVIDE A COPY FOR CITY ENGINEER.
6. CHECK AND REPAIR LEAKING EQUIPMENT AWAY FROM CONSTRUCTION SITE.
7. DESIGNATE A LOCATION AWAY FROM STORM DRAINS FOR DISPOSING EXCESSIVE MATERIALS.
8. COVER AND SEAL CATCH BASINS WHENEVER WORKING IN THEM AND CITY.
9. USE INCLUM WITH ALL CONCRETE SAVING OPERATIONS.
10. NEVER WASH EXCESS MATERIAL FROM AGGREGATE CONCRETE OR EQUIPMENT ONTO A STREET.

## NIPDES BMP - DETAILS

- CA001 - DRAINAGE OPERATIONS
- CA002 - STRUCTURE CONSTRUCTION AND PAINTING
- CA003 - MATERIAL DELIVERY AND STORAGE
- CA004 - SPILL PREVENTION AND CONTROL
- CA005 - SOLID WASTE MANAGEMENT
- CA006 - HAZARDOUS WASTE MANAGEMENT
- CA007 - CONCRETE WASTE MANAGEMENT
- CA008 - VEHICLE AND EQUIPMENT CLEANING
- CA009 - FUEL AND EQUIPMENT MAINTENANCE
- CA010 - SCHEDULING OF EXISTING RECEPTION
- CA011 - SEDIMENT AND FLATING
- CA012 - LAUNCHING AND MATS
- CA013 - DUST CONTROLS
- CA014 - STABILIZED CONSTRUCTION ENTRANCES
- CA015 - EARTHWORK
- CA016 - TEMPORARY DRAINS AND SWALES
- CA017 - DITCH PROTECTION
- CA018 - SOIL ROUGHENING/TERRACING
- CA019 - STREAM BALE BARRIERS
- CA020 - SANDFILL BARRIER
- CA021 - STORM DRAIN ALLEY PROTECTION
- CA022 - SEDIMENT TRAP
- CA023 - SEDIMENT BASIN



Underground Service Alert  
Call TOLL FREE  
1-800-422-4133  
TWO WORKING DAYS BEFORE YOU DIG

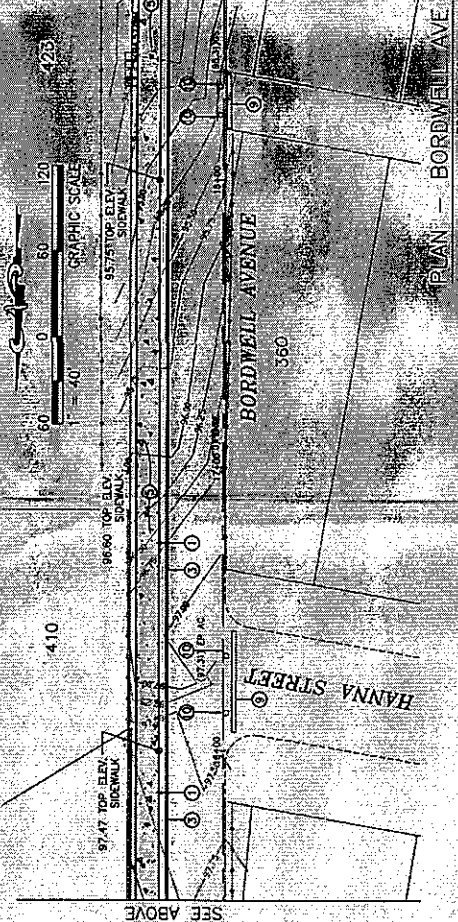
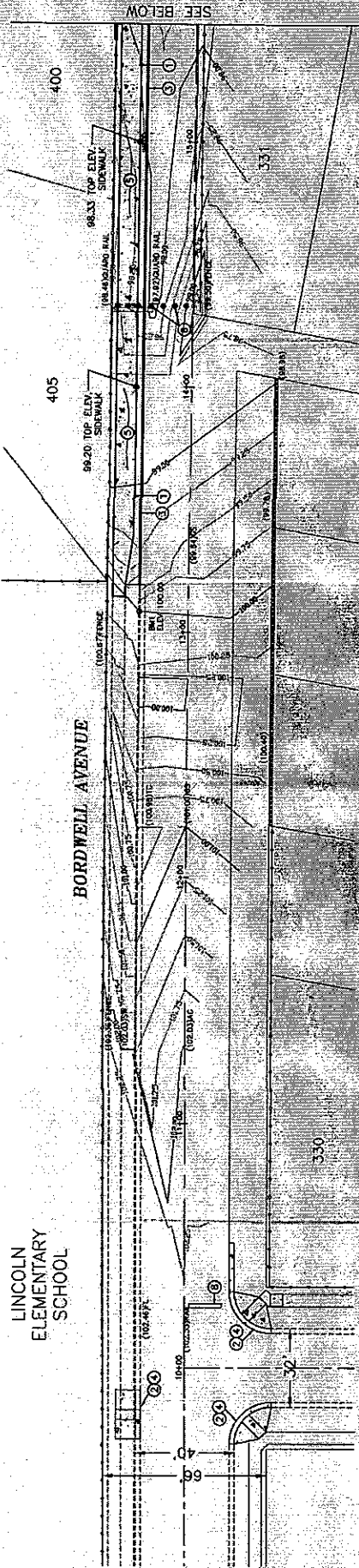
CITY OF COLTON  
PUBLIC WORKS AND UTILITY ENGINEERING DEPARTMENT  
APPROVED BY: [Signature]  
DATE: 11/14/11  
CITY ENGINEER: [Signature]  
DATE: 11/14/11  
CITY ENGINEER: [Signature]  
DATE: 11/14/11

## TITLE SHEET

PROJECT: LINCOLN ELEMENTARY GAP CLOSURE  
PLAN NO. 1273-1  
SHEET 1 OF 3

LINCOLN  
ELEMENTARY  
SCHOOL

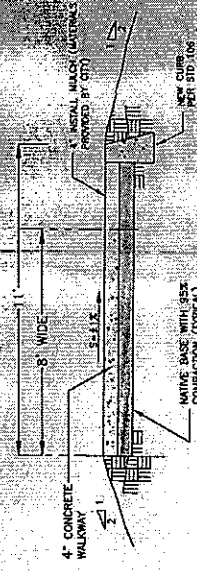
BORDWELL AVENUE



PLAN - BORDWELL AVE  
SCALE 1"=40'

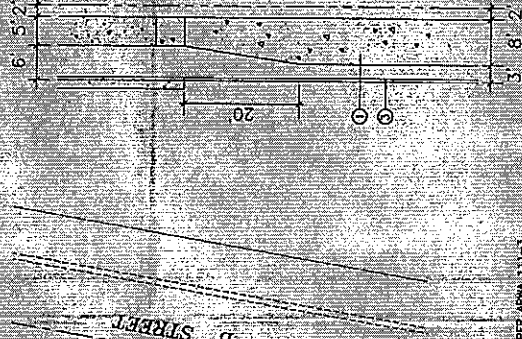
CONSTRUCTION NOTES:

1. CONSTRUCT TOCK BLIND POE SIDEWALK PER STD DETAIL (ENCLOSURE 1)
2. CONSTRUCT WHEEL CHAIR PAIR WITH TRUNCATED DOME PER MPA 111-3
3. CONSTRUCT CURB ALONG SIDEWALK PER STD DETAIL
4. SURFACE PREPARATION EXISTING "AC" PAVEMENT
5. INSTALL 12" DIA CONCRETE BOLLARD
6. EXISTING SIDEWALK CURB AND/OR GLITTER TO REMAIN
7. PROTECT EXISTING UTILITY CULVERT STD AT 7'AL
8. INSTALL TYPE "A" (A) SGA PER STD DETAIL
9. ADJUST EXISTING METER VALVE/HANDHOLE TO GRADE



TYPICAL SECTION  
SCALE 1"=4'

SIDEWALK TRANSITION DETAIL  
SCALE 1"=10'



CON TOLL FREE  
1-800  
422-4133  
THIS WARNING MUST BE USED BEFORE YOU DIG

CITY OF COJON		CITY ENGINEER	
PUBLIC WORKS AND UTILITY SERVICES DEPARTMENT		CITY ENGINEER	
DESIGNED BY	DATE	PROJECT NO.	DATE
DR. J. J. J.	11-11-11	11111-11	11-11-11
CHECKED BY	DATE	PROJECT NO.	DATE
DR. J. J. J.	11-11-11	11111-11	11-11-11
APPROVED BY		DATE	
DR. J. J. J.		11-11-11	
PROJECT NO.		PLAN NO.	
11111-11		11111-11	
SHEET NO.		SHEET NO.	
11111-11		11111-11	



